

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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In Re:

Chapter 11

MEZZ57TH LLC et al.

Case No.: 20-11316

Debtor and  
Debtor in Possession

(Jointly Administered)

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**ORDER (I) APPROVING RELIEF RELATED TO THE INTERIM  
BUDGET AND (II) GRANTING RELATED RELIEF**

Upon the Motion (the “Motion”) of the Debtor Mezz57th LLC (the “Debtor”) for entry of an order (this “Order”) (I) Approving Interim Relief Related To the Interim Budget and (II) Granting Related Relief; and the Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and the Court having found that the Motion is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found that the Debtor provided adequate and appropriate notice of the Motion; and that no other or further notice is required; and the Court having reviewed the Motion and having heard statements in support of the Motion at a hearing held before the Court on July 23, 2020 (the “Hearing”); and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and any objections to the relief requested herein having been withdrawn or overruled on the merits; and after due deliberation and sufficient cause appearing therefore,

**IT IS ORDERED** as follows:

1. The Motion is granted as set forth herein.

2. The Debtor is authorized to temporarily defer making all other payments not contemplated by the its interim budget approved in connection with a motion for use of cash collateral (“Interim Budget”), including rent payments to its landlord.

3. To the extent any payment is undisputed and is deferred pursuant to this Order, the Debtors shall make reasonable efforts to make such undisputed payment on or before September 25, 2020 (the “Extension Date”) except as otherwise agreed to by the parties or such date as the Court may determine and without prejudice to the Debtor’s ability to request additional extensions. Parties shall make reasonable best efforts to consensually resolve any disputes related to the amount and timing of such payments prior to filing a motion or application for payment, and the rights of all parties related to such payments are reserved.

4. All motions, applications, actions, or pleadings filed in these cases seeking payment of any amounts not included in the Interim Budget shall be automatically adjourned to a date that is after the Extension Date.

5. All motions, applications, actions, or pleadings filed in these cases seeking to lift the automatic stay or seeking to compel rejection, assumption, or assumption and assignment of any unexpired leases or executory contracts, including any such motion already filed, shall be automatically adjourned to a date that is after the Extension Date.

6. Notwithstanding the foregoing, all parties shall be permitted to seek relief from this Court between now and the Extension Date with respect to exigent or unforeseen circumstances, and which the Debtors and such parties are unable to resolve consensually.

7. All parties reserve all claims, rights, defenses, counter-claims, and arguments with respect to the proper amount of any administrative claim, including all theories, defenses and causes of action to theories set forth in the Motion or under applicable law.

8. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Dated: New York, New York  
July \_\_, 2020

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UNITED STATES BANKRUPTCY JUDGE